

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON

In re

Case No.: 20-13157

APRIL AND CHADWICK FERGUSON,

Chapter 13

Debtor,

APRIL AND CHADWICK FERGUSON,

Adversary Complaint. No.: 21-01000

Plaintiff,

vs.

WASHINGTON STATE DEPARTMENT OF LABOR

AND INDUSTRIES, LARRY VANCE, WAYNE

MOLESWORTH, MARICRUZ MEJIA, FAITH

JEFFREY

FIRST AMENDED COMPLAINT

Defendant.

Chadwick and April Ferguson, come pro se and, files this Complaint pursuant to Federal Bankruptcy laws and rules and alleges the following in support of the requested relief:

JURISDICTION

1. Debtor filed its Chapter 13 petition on December 30th 2020 (the petition date) This is an adversary proceeding in which the Plaintiff is seeking [Injunctive relief for enforcement of the Automatic Stay pursuant to 7001 (7) and Federal Rules of Bankruptcy Procedure 7065 and for relief to be granted including relief for damages .

1 Plaintiff is also seeking damages for additional claims pursuant to 1983 Civil rights
2 claims

- 3
4 2. This Court has jurisdiction pursuant to 28 U.S.C. §§ 157 and 1334. The court has
5 jurisdiction to hear the additional claims 28 U.S.C 157 © because the claims
6 regarding private rights and are de facto adjunct claims that arise from the same
7 facts-and closely related ones that give cause to the claims here that are core
8 matters related to defendants violation of the automatic stay and therefore should
9 be tried together.
- 10
11 3. This is a proceeding pursuant to Pursuant to Federal Rule of Bankruptcy Procedure
12 7001(7)..
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14 4. Plaintiff has standing to bring this action pursuant to Pursuant to Federal Rule of
15 Bankruptcy Procedure 7001(7),
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17 5. Venue is proper pursuant to Federal Rule of Bankruptcy Procedure 5005 (a) and F.R
18 Civ. P Rule 7003 1071-1 of the UNITED STATES BANKRUPTCY COURT
19 WESTERN DISTRICT OF WASHINGTON
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21 6. Defendant Labor and Industries is a state agency of the State of Washington to whom
22 the debtor plaintiff owes 24,000 in fines from 2014 to including the amount required to
23 be paid to the collection agency to release the debt from administrative hold.
- 24
25 7. Defendant Faith Jeffrey State of Washington Department of Labor and Industries
26 employee who is being sued for violations of Federal and Constitutional Rights
27 under color of State law 1983 Civil Rights claims
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- 1 8. Defendant Larry Vance Acting Chief Electrical Inspector with Washington State
2 Department of Labor and Industries sued for violations of Federal and
3 Constitutional Rights under color of State Law 1983 Civil Rights claims
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5 9. Defendant Wayne Molesworth Acting Chief Electrical Inspector Washington State
6 Department of Labor and Industries
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8 10. Maricruz Mejia Washington State Department of Labor and Industries employee
9 who is being sued for violations of Federal and Constitutional Rights under color of
10 State Law 1983 claims

11 **BACKGROUND FACTS**

- 12 11. Irreparable harm compromising the estate, the bankruptcy and the rights of other
13 creditors and myself the debtor are about to happen if immediate action is not taken in
14 the matter to preserve the property of the estate and prevent Labor and Industries from
15 taking action that will compromise with collection action the bankruptcy case.
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17 12. On December 30th plaintiffs filed a bankruptcy petition with this court which
18 immediately put into effect an automatic stay. On December 30TH plaintiffs contacted
19 by sending an email to Labor and Industries notice of the bankruptcy and automatic stay
20 and then followed up immediately with a phone call. During the phone call
21 conversation, they spoke with a lady in Electrical licensing who told them that their
22 license can be renewed quickly all that needed to happen was citations department
23 needed to remove the hold on the license and that there was an administrative hold on
24 the renewing of the license placed on it by citations department for the electrical
25 program of Labor and Industries. They contacted Mauree who said. "Is this Chad
26 Fergusons wife" and then went to say the following ""I was going to call you to tell you
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1 that we have decided not to allow any bankruptcies." When they responded back "You
2 cannot just tell us we cannot bankrupt" she responded with ""we do not have to
3 acknowledge the bankruptcy you have done this now 4 times." They informed her that
4 in 2016 why we did not go through with the bankruptcy and in 2019 the basis then as
5 well because she claimed that the prior bankruptcies are why they will not allow the
6 current bankruptcy and claimed that it was their fourth even though it was only their
7 third. She said "we do not have to acknowledge the bankruptcy you have done this now
8 4 times. When they told her that she was in violation of the automatic stay she said that
9 it did not matter. When they told her she cannot just do that they would need to bring
10 some kind of motion or something and she said "that maybe they would do that" and
11 also had confirmed that she had not even spoken to legal counsel since they had served
12 them notice of the bankruptcy. . She was asked what her name was and she refused to
13 give any last name said she did not have to give them personal information. She then
14 claimed that her supervisor had spoken to her after they had tried to make payment
15 arrangements and that they had planned to do this in the event they tried to file a
16 bankruptcy and that between her and her supervisor this decision had happened and that
17 she was told to handle them.. Chad then left the phone call and used the other phone
18 they have to contact labor and Industries and at that time learned that her supervisors
19 name was Faith Jeffreys. When getting ahold of Faith it was confirmed by Faith that it
20 was her decision and that they claimed they were doing it because of the past
21 bankruptcies and the unpaid fines and that she refused to remove the administrative hold
22 so that licensing can allow renewal of the license. When Faith was asked by Chad
23 Ferguson "you are violating my Constitutional rights" she replied "I am okay with
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1 that". Chad was unable to renew Electrical contractors license on the 31st of December
2 after informing them that he had a bankruptcy and an automatic stay and serving the
3 bankruptcy filing upon them.
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5 13. On December 31st Chad Ferguson emailed labor and industries Electrical Program,
6 licensing and citations again and attached the notice of bankruptcy filing informing them
7 of the automatic stay and Followed up with a phone call to them which repeated with the
8 same denial as in the day prior and Mauree again claimed the reason for denial was past
9 bankruptcies and unpaid fines. She specifically said "past bankruptcies". During this
10 conversation Chad Ferguson again asked for the administrative hold to be removed so he
11 could renew his license and he also attempted to renew the license again which failed
12 due to the administrative hold
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14 14. In 2019 bankruptcy he had taken a credit and debt class as required by bankruptcy code.
15 Originally, he filed and only filed the bankruptcy petition with the intent to follow up
16 with the rest of the filing as required closer to the meeting of the creditors. In the
17 meantime, he pursued the automatic stay to have his Master Electrician license renewed.
18 While on the conversation with citations department of Labor and Industries he was
19 debating the legitimacy of the debt in the first place and was told by the labor and
20 Industries employee that he could just claim those affirmative defenses when they bring
21 a legal action to collect on the debt and that as of yet there is no actual judgment to
22 enforce any debt.. This confused him because of RCW 4.16.100 which gives a 2 year
23 statute of limitations on actions upon a penalty to the state. He believed that they had
24 failed to meet the statute of limitations and the debt to not be legit. The employee of
25 labor and industries then told him that his action was premature that bankruptcy was
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1 probably not even needed if he could first wait until they bring their legal action and
2 then if he lose he could set up a payment arrangement. He believed the department to be
3 giving legit advice at that time and with the credit counseling suggesting payment
4 arrangements and trying to avoid bankruptcy by establishing payment arrangements
5 outside of bankruptcy he agreed with Labor and Industries that it may be premature and
6 he asked the trustee if it can be dismissed the bankruptcy.
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8 15. They (the collection agency Alliance One Receivables working for Labor and
9 Industries) filed their complaint and summons in early 2020. That matter was heard in
10 summary Judgment on December 18th of this year. Fergusons lost on the matter and
11 immediately asked Alliance One the Collection agency for a payment plan and
12 attempted to set up a payment plan as was discussed in the 2019 conversation before
13 allowing dismissal of the bankruptcy. . Alliance one the collection agency was
14 agreeable to the payment plan but Labor and Industries would not honor the payment
15 plan and said that until all the debt was paid they would deny the renewal of the license.
16 Fergusons realized this was an issue because making payments with Alliance One was
17 depending upon their financial ability to pay and loss of license means loss of income.
18

19 16. The Fergusons filed this time though only filed a chapter 13 with hopes to repay the
20 creditors and enter into a reasonable payment plan which is the purpose of a chapter 13.
21 They cannot honor any payment plan to creditors without income and so when the debt
22 came to the point of compromising their ability to even earn an income they decided
23 they needed a fresh start and filed Chapter 13 which is the purpose of a chapter 13.
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25 17. It appears that in 2019 the department acted with bad faith and deception when advising
26 Fergusons dismiss his bankruptcy.
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1 18. This is our first Chapter 13 and we filed it so they could repay their creditors, maintain
2 their business assets, place of living and continue to provide for their family which are
3 all reasons for a chapter 13 instead of a chapter 7. They have 6 dependents all young
4 children under the age of 12 and two being disabled with one severely disabled and
5 family relies upon the work of Chad Ferguson which relies upon the electrical contractor
6 license.
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8 19. Chad has no enforcement actions that have been taken against him that give legit
9 grounds for denying renewal of electrical contractors license other than that
10 administrative hold for the unpaid fines from now 6 years ago. If he was to muster up
11 the money to pay the fines It would be taking estate that is supposed to be in the control
12 of the trustee and that the actions of the creditor Labor and Industries is an unjust and
13 unfair surprise that has the intent to intimidate him to pay them the lion share of assets
14 and money to continue in employment (Electrical contractor) in violation of the
15 automatic stay . His ability to pay into a chapter 13 repayment plan and the viability of
16 this bankruptcy case depends upon his work so Injunctive relief with the court to take
17 action against Labor and Industries and issue them an order to permit the renewal of the
18 license and provide for damages accruing is now necessary to restore the damage.
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22 20. The refusal to renew the license constitutes a violation of the Automatic Stay pursuant to
23 U.S.C 362 (a) and U.S.C 525 and also violates Chad Fergusons Constitutional rights and
24 is discrimination upon him.

25 21. Fergusons are now suffering financial hardship due to having to put on hold work to
26 prepare legal documents and fight the actions against them. They are and will be
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1 continuing to suffer significant financial loss with an immediate halt coming to their
2 income they receive from Chad Fergusons labor as an electrical contractor.

3 **22. Early January of 2021 and Prior to the license expiration date of January 6th, 2021,**

4 **Chad Ferguson attempted to renew his license again through mailing a payment**
5 **for renewal and the renewal application. Labor and Industries did not respond to**
6 **the application other then to say they will handle it the same way they handled the**
7 **online attempts to renew which was to ignore. Chad was given no notice of denial,**
8 **and reasons for denial or right to appeal.**

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10 **23. Chad Ferguson's license expired on January 6th, 2021.**

11 **24. After the expiration of Chadwick Ferguson's Electrical license, The Department of**

12 **Labor and Industries presented a Conditional License agreement presented by**
13 **their Electrical Inspectors WAYNE MOLESWORTH where the department**
14 **through its employees coerced Chad Ferguson to sign the agreement claiming that**
15 **it would allow him the right to file his bankruptcy and still renew his license but**
16 **that the license was conditional. The conditional license agreement required he**
17 **sign within 2 days and that the license will be renewed once signed. Chad under**
18 **duress attempted to negotiate the conditions which were not accepted, and Chad**
19 **signed under duress and relying upon the information on the agreement as basis of**
20 **decisions regarding his liberties and rights within the Bankruptcy matter until that**
21 **agreement became null and void in May of 2021 by court order. Chad Ferguson**
22 **was coerced to sign as the state was implying that the State would continue to**
23 **violate the automatic stay and his rights to renew his license and his right to a**
24 **bankruptcy unless signed.**
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1 25. Part of the agreement that Chad signed under duress required that the bankruptcy
2 not be dismissed or that he would automatically have his conditional license
3 revoked. Chad relied upon that clause in his forming his impressions and his
4 mental state when making business decisions between signing the agreement and
5 May of 2021 when the conditional agreement became null and void. Labor and
6 Industries requires that a electrician be licensed to pull permits and perform work.
7 The agreement that he signed that he was under with the Department of Labor and
8 Industries wrongfully impacted his ability to function consistently with his business
9 as there was a motion filed by the Trustee to dismiss his case and he stopped
10 scheduling work in April of 2021 under the impression that he may soon be
11 unlicensed and that he had no ability to confirm with clients that he could perform
12 the work to completion or be able to schedule their jobs where he could be reliable.
13 The constant stress, anxiety and uncertainty of the pending motion and the fact
14 that Labor and Industries would be revoking his license if the motion to dismiss
15 was not in the plaintiff's favor put undue emotional stress upon Chadwick
16 Ferguson leading to anxiety, depression and business interference.

17 26. The Fergusons know of no law that allows the department to issue a conditional
18 license agreement and license in response to a license application and or as a
19 replacement for access to due process through the administrative Procedure acts.
20 Fergusons have a right to due process through the Administrative Procedure act
21 when he was denied a license, had a license modified, had a license suspended.
22 Chad has been to date not afforded any process or informed of any process to
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1 appeal the conditional license status, the denial of his license applications, and
2 attempts to apply for a license in violation of his due process rights.

3 27. Washington law 19.28.381 requires that the Department shall notify an applicant
4 for a license of their denial by registered mail, return receipt and that the applicant
5 may appeal the denial.
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7 28. Defendants Faith Jeffreys, Maricurz Mejia, and Wayne Molesworth claimed and
8 implied that the department was denying the renewal of the license as a police and
9 regulatory action and because of his history with the department and his recent
10 violations and when asked what violations would continue to say " we don't have to
11 permit you another bankruptcy" "because of your history filing bankruptcies"
12 "because of your past bankruptcies" but failed to be able to identify to Chad and
13 April Ferguson what current or recent violations they had committed other then
14 the ones in 2014. The department employees named as defendants continued to say
15 as well " We made this decision" "We had a meeting and decided not to ignore
16 your bankruptcy" " to not allow your bankruptcy" "we are doing this to protect
17 the departments interests" and when told by Chad Ferguson "Your violating my
18 Constitutional rights" Faith Jeffreys replied "I am okay with that".. This was
19 done to Chad without affording him any due process rights or appeal which is
20 required if there are violations of Chapter RCW 19.28.490. Chad was neither
21 notified of the alleged violations that was being used to claim current licensing
22 violations and history to deny his renewal of a license nor was he given any
23 opportunity to appeal these claimed history of recent violations of electrical code.
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1 29. Defendants Department of Labor and Industries through their employees named
2 and all of them denied a timely renewal of a license, and then allowed the license to
3 expire and hung Infront of Chad Ferguson an agreement to give him a conditional
4 license if he signs their agreement. The defendants failed to adhere to Washington
5 Administrative Procedure act chapter 34.05.422 (3) When a licensee has made
6 timely and sufficient application for the renewal of a license or a new license with
7 reference to any activity of a continuing nature, an existing full, temporary, or
8 provisional license does not expire until the application has been finally determined
9 by the agency, and, in case the application is denied or the terms of the new license
10 limited, until the last day for seeking review of the agency order or a later date
11 fixed by order of the reviewing court.
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15 **COUNT I – ENFORCEMENT OF AUTOMATIC STAY – DISPOSITION AND**
16 **EXERCISE OF CONTROL OVER PROPERTY OF THE ESTATE**
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18 30. The allegations contained in paragraphs 1 through 29 are incorporated herein as if fully
19 restated in their entirety.

20 31. Bankruptcy Code Section 541(a)(1) provides:

21 a. The commencement of a case under section 301, 302, or 303 of this title creates
22 an estate. Such estate is comprised of all the following property, wherever
23 located and by whomever held:
24

25 1. Except as provided in subsections (b) and (c)(2) of this section, all
26 legal or equitable interests of the debtor in property as of the
27 commencement of the case. 11 U.S.C. §541(a)(1).
28

1 32. The Debtor rights to exercise control over its property interests of the bankruptcy estate
2 crucial to the debtors ability to enter into a repayment plan. The Electrical Contractor
3 license is property of the debtor and needed to successfully emerge from the bankruptcy
4 following payment of all credits including Labor and Industries.
5

6 33. Bankruptcy Code Section 362(a)(3) provides: (a) Except as provided in subsection (b) of
7 this section, a petition filed under section 301, 302, or 303 of this title, or an application
8 filed under section 5(a)(3) of the Securities Investor Protection Act of 1970, operates as
9 a stay, applicable to all entities, of—: (3) any act to obtain possession of property of the
10 estate or of property from the estate or to exercise control over property of the estate. 11
12 U.S.C. §362(a)(3).
13

14 34. The collection activities of Labor and Industries is outside of its police and regulatory
15 authority that is exempt from stay and is an actual and for the purpose of collection of
16 monies owing which is not an exempt activity from the automatic stay. The collection
17 activity compromises the bankruptcy case, and places control over major asset of the
18 debtor as well as compromises the financial status of the debtor so much to impede upon
19 their eligibility to enter into a repayment plan and therefore places an unfair and unjust
20 position over the debtor that places the creditor in the tactical advantage to harm the
21 outcome of the bankruptcy case .
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23 35. Labor and Industries withholding the income source of the debtor by requiring him to
24 pay fines is an attempt to exercise control over property of the debtors estate and in
25 violation of the stay.
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1 36. The debtor requests that the court enter an order and Judgment declaring that the
2 automatic stay operates to prohibit the efforts of Labor and Industries to collect on fines
3 by withholding the license of Chad Ferguson for past money owing or refusing to permit
4 the renewal of and in addition we ask for money damages of 600.00 a day to compensate
5 for lost earnings, and damages for punitive and emotional damages as well as any other
6 damages this court sees appropriate to award the plaintiff.
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9 **COUNT II – ENFORCEMENT OF AUTOMATIC STAY – ACTIONS DESIGNED TO**
10 **COLLECT PRE-PETITION CLAIM**
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12 37. The allegations contained in paragraphs 1-29 are incorporated herein as if fully restated
13 in their entirety.

14 38. Bankruptcy Code Code section 362 (a) (6) provides (a) Except as provided in subsection
15 (b) of this section, a petition filed under section 301, 302, or 303 of this title, or an
16 application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970,
17 operates as a stay, applicable to all entities, of—: (6) any act to collect, assess, or recover
18 a claim against the debtor that arose before the commencement of the case under this
19 title. 11 U.S.C. §362(a)(6).
20

21 39. Labor and Industries placed fines on Chadwick Ferguson in 2014 and since has taken no
22 actions to revoke or suspend license or place in probationary status. The regulations and
23 laws of Labor and Industries only allows the denial of renewal of Electrical contractor
24 license if the the person applying has had a licensed revoked, suspended or that they owe
25 outstanding fees. Chad Fergusons license is being denied renewal due to owing money
26 and for no other regulatory reasons but to collect on a pre petition debt.
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1 40. Accordingly the effort of Labor and Industries to prevent renewal of license is to collect
2 on a claim against the debtor that arose before the commencement of the Chapter 13
3 case.

4
5 41. The Debtor requests that the Court enter an Order and Judgment enforcing the automatic
6 stay and directing defendants to cease all efforts to collect on the fines that are in
7 violation with automatic stay and for any other relief that is requested in paragraph 36 as
8 if fully restated here **and in the prayer for relief below**

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10 **COUNT III – INJUNCTIVE RELIEF**

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12 42. The allegations contained in paragraphs 1 through 29 are incorporated herein as if fully
13 restated in their entirety.

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15 43. The Court's equitable powers, codified in Section 105 of the Bankruptcy Code, permit it
16 to "issue any order, process, or judgment that is necessary or appropriate to carry out the
17 provisions of this title." 11 U.S.C. §105.

18
19 44. The Debtor's repayment plan efforts are being and will be severely hampered if the
20 Defendants are not ordered (b) from taking any other action that may materially
21 diminish the value of the Debtor's interest in its assets, including, but not limited to,
22 taking any of the actions to prevent renewal of Chad Fergusons electrical contractor
23 license .

24
25 45. No bond or other security s appropriate or necessary in this situation, ad debtor seeks to
26 preserve the status quo.

**COUNT IV - VIOLATION OF CIVIL RIGHTS 42 U.S.C. 1983 FOURTEENTH
AMENDMENT - AGAINST EACH DEFENDANT STATE EMPLOYEES AND
ACTORS , JEFFREY, VANCE, MOLESWORTH, MEJIA**

46. Plaintiffs re-allege and incorporate the allegations set forth in the paragraphs 1-29
as though fully set forth hereat.

47. Defendants at all times relevant to this action were acting under color of state law
and acted with malice, recklessness and total deliberate disregard for the personal
rights of Plaintiff.

48. Defendants denied Chadwick Ferguson renewal of his license and property without
due process of law in violation of the fourteenth amendment to the Constitution of
the United States

49. Defendants at all times failed to follow procedural processes in place for license
renewal denials and required procedural processes to appeal violations of the
Electrical laws of Washington state.

50. By denying the plaintiff renewal of his license without following procedural
processes within applicable laws and rules governing Washington State
Administrative Procedure act the State actors under the color of state law have
deprived Chadwick Ferguson of his due process rights.

51. Defendants violated his due process rights by coercing Chadwick Ferguson to sign
a conditional license agreement and depriving Chad Ferguson of his opportunity to
be heard in appeal to renew his actual full license.

1 52. As a proximate result of Defendant's actions, Plaintiff has been deprived of his full
2 license and has incurred damages to include interference with his business
3 activities and income as well as anxiety, mental distress and ask for relief as set
4 forth below in the Prayer for Relief
5

6 **COUNT V - VIOLATION OF CIVIL RIGHTS 42 U.S.C. 1983 EQUAL PROTECTION**
7 **CLAUSE FOURTEENTH AMENDMENT – Claim against JEFFREY, VANCE,**
8 **MOLESWORTH, MEJIA**
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10 53. Plaintiffs re-allege and incorporate the allegations set forth in the paragraphs 1-29
11 as though fully set forth hereat.
12

13 54. Defendants at all times relevant to this action were acting under color of state law
14 and acted with malice, recklessness and total deliberate disregard for the personal
15 rights of Plaintiff.
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17 55. Defendants denied Chadwick Ferguson renewal of his license and property without
18 due process of law in violation of the fourteenth amendment to the Constitution of
19 the United States
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21 56. Defendants at all times failed to follow procedural processes in place for license
22 renewal denials and required procedural processes to appeal violations of the
23 Electrical laws of Washington State.
24

25 57. By denying the plaintiff renewal of his license without following procedural
26 processes within applicable laws and rules governing Washington State
27 Administrative Procedure act the State actors under the color of state law have
28 deprived Chadwick Ferguson of his due process rights.

1 58. Defendants violated his due process rights by coercing Chadwick Ferguson to sign
2 a conditional license agreement and depriving Chad Ferguson of his opportunity to
3 be heard in appeal to renew his actual full license.
4

5 59. These deliberate actions of the defendant violated Chadwick Ferguson equal
6 treatment under the law and Chadwick Ferguson was singled out when the State
7 through their actors under color of state law singled out for differential treatment
8 causing physical and mental anguish.
9

10 60. As a proximate result of Defendant's actions, Plaintiff has been deprived of his full
11 license and has incurred damages to include interference with his business
12 activities and income as well as anxiety, mental distress and ask for relief as set for
13 below in the PRAYER FOR RELIEF
14

15 **COUNT VI - VIOLATION OF CIVIL RIGHTS 42 U.S.C. 1983 § US CODE 525(a)**
16 **DISCRIMINATION - CLAIM AGAINST DEFENDANTS JEFFREY, VANCE,**
17 **MOLESWORTH, MEJIA**
18

19 61. Plaintiffs re-allege and incorporate the allegations set forth in paragraphs 1-29 as
20 though fully set forth hereat.
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22 62. Defendants at all times relevant to this action were acting under color of state law
23 and acted with malice, recklessness and total deliberate disregard for the personal
24 rights of Plaintiff and openly discriminated against Chadwick and April Ferguson
25 for previous filings of bankruptcy and because they were in a bankruptcy to take
26 actions to deprive them of their due process rights and equal treatment under the
27 law concerning the renewal of Chadwick Fergusons electrical contracting license.
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1 63. Defendants denied Chadwick Ferguson renewal of his license and property without
2 due process of law in violation of the fourteenth amendment to the Constitution of
3 the United States and did so due to the fact he had filed previous bankruptcies and
4 was currently in a bankruptcy.

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6 64. Defendants at all times knowingly and under color of State law discriminated
7 against Chadwick Ferguson for his past bankruptcies.

8 65. These deliberate actions of the defendant violated Chadwick Ferguson equal
9 treatment under the law and Chadwick Ferguson was singled out when the State
10 through their actors under color of state law singled out for differential treatment
11 causing mental anguish, anxiety and economical damages.

12
13 66. As a proximate result of Defendant's actions, Plaintiff has been deprived of his full
14 license and has incurred damages to include interference with his business
15 activities and income as well as anxiety, mental distress and outrage for the blatant
16 and naked discrimination against him and asks for Relief as stated in the Prayer
17 for relief below
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20 **COUNT VII - VIOLATION OF US CODE 525(a) DISCRIMINATION - CLAIM**
21 **AGAINST WASHINGTON STATE DEPARTMENT OF LABOR AND INDUSTRIES**

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23 67. Plaintiffs re-allege and incorporate the allegations set forth in paragraphs 1-29 as
24 though fully set forth hereat.

25 68. Defendant at all times relevant to this action acted with malice, recklessness and
26 total deliberate disregard for the personal rights of Plaintiff and openly
27 discriminated against Chadwick and April Ferguson for previous filings of
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1 bankruptcy and because they were 63. in a bankruptcy to take actions to deprive
2 them of their due process rights and equal treatment under the law concerning the
3 renewal of Chadwick Fergusons electrical contracting license and against his right
4 to renewal and the protections of the automatic stay.

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6 69. Defendant denied Chadwick Ferguson renewal of his license and property without
7 due process of law in violation of the fourteenth amendment to the Constitution of
8 the United States and did so due to the fact he had filed previous bankruptcies and
9 was currently in a bankruptcy.

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11 70. Defendant at all times knowingly and under color of State law discriminated
12 against Chadwick Ferguson for his past bankruptcies.

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14 71. These deliberate actions of the defendant violated Chadwick Ferguson equal
15 treatment under the law and Chadwick Ferguson was singled out when the State
16 singled out for differential treatment causing mental anguish, anxiety and
17 economical damages.

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19 72. As a proximate result of Defendant's actions, Plaintiff has been deprived of his full
20 license and has incurred damages to include interference with his business
21 activities and income as well as anxiety, mental distress and outrage for the blatant
22 and naked discrimination against him and ask for relief as stated below in the
23 PRAYER FOR RELIEF

24
25 **PRAYER FOR RELIEF**

26 **WHEREFORE,** the Plaintiff requests that this Court enter an Order:
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1 A. Declaring that the automatic stay operates to prohibit the efforts of Labor and
2 Industries to collect on pre-petition fines in an effort to induce the debtor to pay them the
3 lion share of their monies, assets in violation of the automatic stay and (b) from taking any
4 other action that may materially diminish the value of the Debtors interest in their license
5 or compromise their ability to pay into a repayment plan that will soon be before the
6 Bankruptcy Court.

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8 B. For a declaratory Judgment that Defendants' conduct as alleged here-in violate
9 Plaintiffs' rights under the United States Constitution and the laws of the State of
10 Washington and Federal Bankruptcy Laws

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12 C. For Economical compensatory damages minimum of 600.00 per day for 62 days of lost
13 work due to business interference, scheduling issues preventing full scheduling and lost job
14 opportunities, mental anguish and anxiety contributed to by the defendants' actions.

15
16 D. Compensatory damages for Emotional damages, emotional anguish to be
17 determined at time of trial.

18 E. For cost of suit, expenses and attorney fees if any as provided by law.

19 F. And granting such further and other relief as the Court deems proper and as if
20 fully restated that which is asked for in paragraph 36

21 G. Any and all other relief including punitive damages this court may deem
22 appropriate.

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24 SIGNED AND DATED THIS 30TH DAY OF JUNE 2021

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RESPECTFULLY SUBMITTED,



Chadwick Ferguson.



April Ferguson.